

Terms and conditions for trade promotions (game of skill)

WIN AN ITALIAN ESCAPE WITH FOLONARI AND RIUNITE (competition)

GAME OF SKILL

1. Information on how to enter and the prize form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
2. The Promoter is Kollaras & Co Pty Ltd (ABN 85 001 919 884), 9 Durgadin Drive, Albion Park Rail NSW 2527, 02 4230 8000, campaigns@kollaras.com.au (**Promoter**).

Competition period

3. The competition commences at 12:00am AEST on 01/04/2019 and ends at 11:59pm AEST on 09/06/2019 (**Competition Period**).

Eligibility to enter

4. Entry is open to residents of AUSTRALIA who are aged 18 years or over (**Eligible Entrants**).
5. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

How to enter

6. To enter, Eligible Entrants must during the Competition Period visit www.italianescape.com.au and fully complete the online entry form, including full name, email address, telephone number and a response in 25 words or less to the following question:

“In 25 words or less tell us why you’d love an Italian escape”.

7. A limit of one entry applies per person.

Judging date and time

8. Judging will take place at 9:00am AEST on 13/06/2019 at 9 Durgadin Drive, Albion Park Rail NSW 2567. All entries will be judged by a panel of three qualified judges individually on their merits and creativity.
9. The best entry as determined by the judges in their absolute discretion will win the Prize.
10. This is a game of skill and chance plays no part in determining the winner.

Prize

11. The total RRP prize pool value is \$4,500.
12. The prize is a Flight Centre (**Third Party Prize Supplier**) gift voucher to the value of \$4,500. The voucher is valid until the expiry date specified on the gift voucher or by the gift voucher provider. The gift voucher is not transferable or redeemable for cash. The Promoter will not be responsible for any gift voucher that is lost or stolen.

13. The gift voucher must be used for a getaway to Italy. It will be at the prize winner's discretion to create their own Italian Escape. Any excess funds from the voucher can be used for additional products and services towards the Italian Escape getaway.
14. The gift voucher bookings must be made directly with Flight Centre Warrawong on 02 4274 5476.
15. All expenses other than those expressly referred to in this clause will be at the winner's and their companions cost. The Promoter will not be liable for the failure of the winner to meet travel schedules or cancellations and no cash or other prize will be awarded if the winner or the companion cancels for any reason. The Prize is not transferable and is not redeemable for cash.
16. All taxes (excluding GST) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
17. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.
18. Eligible Entrants acknowledge that use of, or participation in, the Prize carries inherent risk. Eligible Entrants acknowledge that use of the Prize may be dangerous and if they (and any other person(s) sharing the Prize with the winner) choose to participate in the Prize they do so at their own risk. Use of the Prize may be subject to obtaining medical clearance.
19. The prize is also subject to the terms and conditions of Flight Centre Warrawong (**Third Party Prize Supplier**).
20. The Promoter is not responsible or liable for any loss, damage or injury suffered by the winner and/or their companion arising from, or in connection with, the Prize or the conduct of (**Third Party Prize Supplier**).

Prize delivery

21. Claiming of the prize will be organised directly between the winner and the Third Party Supplier. The winner will have 1 month from the judging date to contact Flight Centre Warrawong to claim the prize.

Prize substitution

22. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value.

Winner notification

23. The winner will be notified within 48 hours of the judging taking place in writing by email.
24. The name of the winner will be published on 17/06/2019 at www.italianescape.com.au.

Unclaimed prize

25. The prize will be distributed after the close of the Competition.
26. If the prize is not accepted or claimed within 1 month of the Judging Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the unclaimed prize to the next best ranking entry, as determined by the judges or the Promoter in its absolute discretion.

27. The winner of the unclaimed prize will be notified in writing to the Email address provided at the time of entry.
28. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.

Use of Eligible Entrant's Personal Information

29. Personal information including Eligible Entrant's name, address, telephone number and email address will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
30. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
31. Eligible Entrants may access, change and/or update their personal information by emailing the Promoter on campaigns@kollaras.com.au or by phone at 02 4230 8000 during office hours. A copy of the Promoter's Privacy policy is available at www.kollaras.com/privacy. The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

Entry content

32. Entries must be the Eligible Entrant's original work. The Promoter reserves the right to require the Eligible Entrant to verify that the entry is the Eligible Entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
33. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause
34. An Eligible Entrant's entry must not include:
 - (a) any content that contravenes any law; and
 - (b) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
35. By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause.

36. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrants moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
37. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
38. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the participant on any social media platform in connection with this Competition.

General conditions

39. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
40. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Promoter.
41. The Promoter reserves the right to request verification of the social media profile of Eligible Entrants and of the age, identity, residential address of the winner and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this promotion. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
42. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
43. The winner may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;

- (d) any variation in market value to that stated in these terms and conditions;
 - (e) any tax implications; and/or
 - (f) the Prize or use of the Prize.
44. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.